

## BOARD OF SUPERVISORS AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors 105 E. Anapamu Street, Suite 407 Santa Barbara, CA 93101 (805) 568-2240

Department Name:

General Services

Department No.:

063

For Agenda Of:

May 15, 2007

Placement:

Administrative

Estimated Tme: Continued Item: N/A No

If Yes, date from:

N/A

Vote Required:

Select Vote

TO:

Board of Supervisors

FROM:

Department

Robert Nisbet, Director (560-1011) Robert

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Director(s)

Contact Info:

Paddy Langlands, Assistant Director (568-3096)

SUBJECT:

Fire Station 11, Facilities Remodel Project 8667 Contract Award

## **County Counsel Concurrence**

Auditor-Controller Concurrence

As to form: Yes

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

## **Recommended Actions:**

That the Board of Supervisors:

- A. Award a Fixed Price Construction Contract in the amount of \$147,900 to the lowest responsible bidder, Effect Contractors (not a local vendor) subject to the provisions of the documents and certifications as set forth in the plans and specifications applicable to the project and as required by California Law; and
- B. Authorize the Director of General Services to approve change orders of an amount not to exceed 10% of the contract, or \$14,790.

#### Summary Text:

This project will renovate and upgrade the existing personnel support facilities at Fire Station 11 in Goleta. The total project budget is \$245,000. The project is being funded through County Fire Protection District Funds

#### Background:

Fire Station 11 supports structural and wild land firefighting operations, water rescue, a ladder truck company, the urban search and rescue unit and is the location for the south coast training center. The Facility was constructed in 1967 and is in need of renovation work to improve the deteriorating shower, restroom, and locker facilities. The project's objectives are to address access, functionality, aesthetics

and general upgrade work to improve the facilities. There are three separate restroom areas that will be the focus of the improvement work. The scope of work needed to restore the facilities includes plumbing fixture replacement, ceramic tile replacement, light fixture replacement and mechanical venting improvements. These types of improvements are the driving force behind the higher construction cost associated with this project. The total project budget is \$245,000.

There were 8 bids submitted for construction of this project. Effect Construction, a Nipomo, Ca. based company, is the low bidder. Effect Construction's bid has been determined to be a responsive bid and in accordance with the contract requirements. Further, Effect Construction has been determined to be a responsible company capable of performing this contract.

<u>Performance Measure:</u> Provide Fire operations staff with updated, more efficient facilities to aid and assist the fire fighting duties required of Fire Station 11.

With approval of the recommended actions, General Services anticipates that the construction will begin in late May. Occupancy of the new facilities would then likely occur in August 2008.

## Fiscal and Facilities Impacts:

Budgeted: Yes

#### Fiscal Analysis:

Funding Sources	Current FY Cost:	Annualized On-going Cost:	Total One-Time Project Cost	
General Fund				
State				
Federal				
Fees				
Other:			\$ 245,000.00	
Total	-	\$ -	\$ 245,000.00	

#### Narrative:

The project is funded through the County Fire Protection District Fund. Funds for this project are to be made available in Department 063, Fund 0030, Program 1930, Account 8700, Project 8667. The total project budget is \$245,000.

### **Staffing Impacts:**

<b>Legal Positions:</b>	FTEs:
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#### **Special Instructions:**

Please send duplicate original Contract and Minute Order to John Green, General Services, Support Div., Courthouse East Wing.

#### Attachments:



Construction Contract between Effect Contractors and County of Santa Barbara Contract Summary Sheet

**Authored by:** John Green, Project Manager, (934-6229)

## L;Contract Summary Form:

Contract Number : BC- 07-00-152

Complete the information below, print this form, obtain the signature of the authorized departmental representative and submit this form to the Clerk of the Board with the contract package. See also: Contracts for Services Policy

submit this form	to the Clerk of the Board with the contra	act package. See also: Contracts for Services Policy.
D1. Fiscal Yea D2. Departme D3. Requisitio D4. Departme D5. Contact P	nt Number n Number nt Name erson	FY06/07 063 N/A General Services, Capital Projects John Green
K3. Original C K4. Contract E K5. Original C K6. This Amel K7 Total Pre K8 This Amel K9 Revised K10 Revised	ontract Description/Purpose: ontract Amount	May 8, 2007 When scope of work is complete per contract documents. N/A
B2. Number o B3. Number o B4. Lowest Bi B5. If Board w B6a	oard Contract (Yes/No)	-0- 8 bids \$147,000.00
F2. Current Ye F3. Fund Num F4. Departme F5. Division N F6. Account N F7. Cost Cent	Ince Transaction Code Pear Encumbrance Amount Phoer Phoer Phoer (If applicable) Per number (If applicable) Perms	0030 063 Program/1930- Project/8667 8700 1930
V1. Auditor Ve V2. Payee/Co V3. Mailing Ac V4. City V5. State (two V6. Zip (includ V7. Telephone V8. Vendor's F V9. Contact P V10. Workers C V11. General Li V12. Professior V13. Verified by V14. Company This information	endor Number	N/A Effect Contractors 116 West Chestnut Street Nipomo CA 93444 (805) 878-2231 565-11-9348 Greg Geiser 08/09/07 06/27/07 B 835977 John Green Proprietorship [] Partnership [] Corporation and accurate as presented Concurrences as required are
represented by s	signature on the contract signature page.	Λ \

Date: 4/19/07

Authorized Signature:

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COUNTY OF SANTA BARBARA AGREEMENT FOR:
General Services Project No. 8667
FIRE STATION 11, FACILITIES REMODEL
6901 Frey Way, Goleta, CA 93117
Auditor-Controller Contract

	 - 077LL 071CL	Condition
No.	 	

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called COUNTY, and Effect Contractors referred to as CONTRACTOR, for the completion of the work identified herein, on the following terms, conditions and provisions:

- I. <u>CONTRACT</u> This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.
- 2. WORK CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.
- 3. EXCAVATIONS Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.
- 4. COUNTY REPRESENTATIVE The County Representative referred to in the Contract Documents is John Green.
- 5. PAYMENT As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be ONE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED DOLLARS (\$147,900.00) to be paid as provided in the Contract Documents dated February 20, 2007. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit CONTRACTOR's

project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor Controller.

- 6. EXTRA WORK Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized in writing and agreement made of compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original agreement amount. Compensation in such equitable amount as is appropriate for the requirements of the COUNTY or may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.
- 7. COMPLIANCE WITH LAW, AMENDMENTS CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.
- 8. PAYMENTS NOT ACCEPTANCE No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.
- 9. PREVAILING WAGE RATES Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.
- 10. <u>CONTRACT DOCUMENTS ACKNOWLEDGED</u> CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.
- 11. <u>TIME FOR COMMENCEMENT, COMPLETION</u> The work to be done under this Agreement shall be completed within Ninety (90) calendar days of the Contract start date. As soon as practicable after the Contract has

been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within thirty (30) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

- 12. <u>WORKERS' COMPENSATION INSURANCE</u> CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract.
- 13. PROGRESS PAYMENT NO WAIVER FOR DELAY Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.
- 14. <u>GUARANTEE BONDS</u> Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.
- 15. <u>NON-DISCRIMINATION</u> The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.
- 16. <u>DISPUTES</u> Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.
- 17. <u>SUBSTITUTION OF MATERIALS</u>, <u>SUBSTITUTION OF CONTRACTORS</u> The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

# COUNTY OF SANTA BARBARA CONTRACTOR Date:\_ Effect Contractors 116 West Chestnut Ave. BY: Nipomo CA, 93444 Brooks Firestone, Chair License #B 835977 Board of Supervisors ATTEST: Michael F. Brown Clerk of the Board By: \_\_\_\_ Deputy APPROVED AS TO FORM: Stephen Shane Stark County Counsel APPROVED AS TO ACCOUNTING FORM: Robert W. Geis, CPA Auditor-Controller

APPROVED AS TO FORM:
Ray Aromatorio

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Risk Manager

Accounting Information: Fund 0030, Department 063, Line Item 8700, Program 1930, Project 8667